

**FIRST AMENDMENT TO MANAGEMENT AGREEMENT
KEMPERSPORTS MANAGEMENT**

This amendment (the "First Amendment") to the Management Agreement ("Agreement") dated as of June 21, 2011 by and between the City of Stockton, a California municipal corporation (the "Owner") and Kemper Sports Management, Inc., an Illinois corporation ("KSM") is made and entered into as of June 29, 2016 (the "First Amendment Effective Date"), by and between Owner and KSM. The Owner and KSM may be referred to collectively as "Parties" or in the singular as "Party" as the context requires.

WITNESSETH

WHEREAS, the Owner owns the golf club facilities located in Stockton, California known as "Swenson Golf Course" with the address of 6803 Alexandra Place; and "Van Buskirk Golf Course" with the address of 1740 Houston; or collectively, the "Courses", and;

WHEREAS, Owner and KSM entered into a Management Agreement on July 1, 2011 for KSM to operate the Courses for a five year term which expires June 30, 2016 with a mutual option for an additional five year term if exercised.

WHEREAS, the Owner and KSM now desire to extend the term of the Agreement and make certain other amendments to the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. Section 2.2 Term

According to the provisions in Section 2.2 Term both parties agree to exercise the mutual option to extend the Initial Term for an additional five (5) year mutual option term (July 1, 2016 through June 30, 2021).

2. Section 13.2.2 Early Termination.

Section 13.2.2 is hereby deleted in its entirety and replaced with the following:

"Owner may terminate this Agreement for convenience, in its sole discretion, upon either the closure of one or both Courses, or in the event of non-appropriation of funds, and by providing at least one hundred eighty (180) days advance written notice to KSM. In the event the Owner closes one Course and does not terminate the Agreement, Parties shall negotiate in good faith to restructure the Agreement to take into account the new circumstance and its effect on services to be provided by KSM, the Management Fees, and other expenses to be paid by the Owner."

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3. Section 15.21 Closure of a Course.
Section 15.21 is hereby deleted in its entirety.
4. Article 16 Digital Signature shall be added as follows:
The Parties agree that this agreement may be signed with a digital signature, which has the same force and effect of a handwritten signature.
5. Full Force and Effect. All terms and conditions not expressly amended by the First Amendment shall remain unchanged and in full force and effect.

AUTHORITY AND EXECUTION

The undersigned hereby represent and warrant that they are authorized by the parties to execute this First Amendment to the Management Agreement. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Management Agreement to be executed on the first date written above.

ATTEST:



BONNIE PAIGE
CITY CLERK



CITY OF STOCKTON



KURT O. WILSON
CITY MANAGER

APPROVED AS TO FORM:

JOHN LUEBBERKE
CITY ATTORNEY

BY: 

SUSANA ALCALA-WOOD
ASSISTANT CITY ATTORNEY

KEMPERSPORTS MANAGEMENT,
INC.



STEVEN SKINNER
CHIEF EXECUTIVE OFFICER